



## Notice of Contract Purchase Agreement

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

V E N D O R	23995 INSURANCE RECONSTRUCTION SERVICES INC 41 CEDAR SWAMP RD SMITHFIELD, RI 02917
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DISASTER RECOVERY/RESTORATION SERVICES (MPA  
#397)

Award Number  
3023557

Effective Period:  
21-FEB-07 - 31-MAY-09

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Date: 23-FEB-07  
Buyer: J Moynihan  
Shipping: Paid  
Terms: NET 30

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

Blanket Requirements: 2/21/07 - 5/31/09  
MASTER PRICE AGREEMENT #397

DISASTER RECOVERY/RESTORATION SERVICES PER ATTACHED PRICING

AGENCY CONTACT:  
KEVIN CARVALHO  
(401) 222-6429

SUPPLIER CONTACT:  
JACK ANDERSON  
PHONE: 401-231-3130  
FAX: 401-231-6126

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

**RFP #B06488: Disaster Recovery Services  
Insurance Reconstruction Services, Inc.**

**Restoration and Remediation Pricing**

**I. LABOR**

**A. Operations Personnel Labor Rates**

These rates apply to personnel engaged to fulfill the terms of the contract. These personnel include regular full-time employees and temporary employees hired directly by the contractor or secured through a labor service. Rates stated below are per person per hour.

<u>Labor Classification</u>	<u>Hourly</u>
Project Manager	\$ 76.00
Restoration Supervisor	\$ 58.00
Restoration Supervisor (Respirator)	\$ 68.00
Restoration Technician	\$ 43.00
Restoration Technician (Respirator)	\$ 53.00
Electronics Restoration Technician	\$ 56.00
Clerical	\$ 36.00
Carpenter	\$ 56.00
Health and Safety Consultant	\$120.00
Certified Industrial Hygienist	Cost + 20%
Technical Consultant	Cost + 20%

**B. Other Labor Provisions**

**1. Standard Hours** - All labor rates stated above are for "standard hours." For purpose of this rate schedule, "standard hours" is defined as the first forty (40) hours worked by the employee on this project during any calendar week between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of Holidays.

**2. Non-Standard Hours** - "Non-Standard Hours" are defined as:

**A.)** All hours worked before 7:00 a.m. and/or after 6:00 p.m. Monday through Friday.

**B.)** All hours worked on Saturday/Sunday/Holidays

Labor performed during "non-standard hours" will be billed at one and one-half (1.5) times the rate schedule amounts in section IA. In the event the contractor is required to pay double time for any work performed by all classifications, except the general cleaning labor, pursuant to state or federal law, or the terms of any collective bargaining agreement, the rates for such labor hours shall be two times (2) the rate schedule in section IA above.

**3. Travel Time --** "Standard hours" and "non-standard hours" shall include reasonable travel time from the contractor's base to the work site.

**4. Special Services --** Cleanup and restoration services for damage caused by special or unusual circumstances such as bacterial contamination or toxic materials will be charged at two (2) times the rate schedule for all work, up to and including decontamination; and two and one-half (2.5) times for holidays. Time will include mobilization, demolition and disposal, as well as sanitization of equipment.

**5. Legal Rates -** These rates and provisions are predicated upon contractor's standard wage rates and overtime compensation practices, in compliance with Prevailing Wage rules and regulations.

## II. Equipment Rates

### A. Equipment Rates – Contractor Owned Equipment

These rates apply to equipment that is owned by the contractor and utilized in the performance of the work (whether supplied from contractor inventory or specially purchased by contractor for performance of the work).

#### Water Mitigation

<u>Equipment</u>	<u>Hourly</u>	<u>Daily</u>	<u>Other</u>
Hydro-X Extraction Unit			\$0.85 sq. ft.
Portable Flood Extractor			\$0.35 sq. ft.
Germicide/Anti-Microbial			\$0.23 sq. ft.
Trash Pump 2"	\$ 85.00		

#### Drying

<u>Equipment</u>	<u>Daily</u>	<u>Other</u>
Water Out Convectant Trailer	\$1500.00	
Water Out Convectant YD-9000	\$4800.00	
Propane Tank (100 lb.)		\$125.00 each *
* Subject to Market Value		
Water Out Set Up		\$ 280.00
Water Out Take Down		\$ 280.00
Conventional Drying Equipment Set-up, Take-down and monitoring (standard hours)		\$ 43.00 hour
Low Grain Refrigerant Dehumidifier -- Phoenix 200	\$ 125.00	
Ducting – Lay Flat		\$0.50 per ft.
High Velocity Air Mover	\$ 25.00	
Axial Fan Air Mover	\$ 35.00	
HEPA Filter Air Scrubber	\$ 125.00	
Octi-dry Wall Duct Unit	\$ 90.00	
Inject-i-dry	\$ 185.00	
Thermal Imaging Camera	\$ 120.00	
Water Out Data Logger		Included

**Electrical Distribution  
Equipment**

**Daily**

Generator - Less than 10 KW	\$ 85.00
Generator -10 KW Single Phase	\$125.00
Generator - 35 KW 3 Phase	\$200.00
Generator - 50 KW (2 units) 3 Phase	\$360.00
Generator – 70 KW 3 Phase	\$400.00
Generator - 125 KW 3 Phase	\$600.00
Generator - 180 KW 3 Phase	\$750.00
Power Conversion Box	\$ 54.00
50-Amp Distribution Panel	\$ 60.00 + electrician set-up fee
100-Amp Distribution Panel	\$ 90.00 + electrician set-up fee
200-Amp Distribution Panel	\$ 120.00 + electrician set-up fee

\* Fuel Cost + 20%

**General  
Equipment**

**Daily**

**Other**

Quartz Lights	\$ 35.00	
Personnel Communication	\$ 18.00	
Personal Protective Equipment	\$ 55.00	
Furniture Blocks	\$ 20.00	
6-mil Poly Disposal Bags		\$2.50 each

**B. Equipment Rented by Contractor**

The rental rate for any items of equipment which the contractor rents from a third party vendor for use in performing the work shall be contractor's costs thereof, including pick up and delivery plus twenty percent (20%).

### **C. Additional Provisions Respecting Materials**

1. The foregoing prices shall be applied to all materials on the preceding schedules which are utilized in the performance of the work, whether shipped to the site from the contractor's sources or purchased locally by the contractor from either an affiliated or non-affiliated entity.
2. During the course of the performance of the work, the contractor may add additional materials to the schedule above at rates to be determined by the contractor.

### **D. Non-Scheduled Equipment**

The compensation paid to the contractor for any equipment utilized by the contractor in performance of the work which is not listed in the schedule under section II and is not added to section II schedule shall be as follows:

1. For such unscheduled equipment rented by the contractor for performance of the work, the price shall be contractor's rental cost, including pick up and delivery, plus twenty percent (20%) contractor mark up on such cost.
2. For such unscheduled equipment provided from the contractor's inventory or purchased by the contractor specifically for performance of the work, the price shall be the reduction in value of such equipment, or 1/10<sup>th</sup> of the purchase price, whichever is greater, plus twenty percent (20%) contractor mark up. The reduction in value shall be the acquisition cost of the equipment, times the proportion which the use of the equipment in this work (time or hours of use) bears to the total useful life (in time or hours of use) of such equipment.

### **E. Non-Scheduled Materials**

The compensation paid to the contractor for any materials utilized by the contractor in the performance of the work which are not listed in section III and have not been added to section III shall be equal to contractor's cost of such materials, delivery cost, plus twenty percent (20%) contractor mark up on such cost.

**F. Subcontracted Services**

The compensation paid to the contractor for all services, such as laboratory services, testing services and other services, which are not performed by individuals billed to the customer in accordance with section I , but are subcontracted by the contractor, shall be based on the subcontractor's invoice plus twenty percent (20%) contractor mark up.

**G. Travel, Lodging and Per Diem**

Contractor shall be compensated for cost incurred for travel, lodging and per diem costs for contractor employees assigned to the work on the basis of contractor's cost for such items plus ten percent (10%) contractor mark up on such cost.

**H. Freight – Transportation Charges**

Contractor shall be compensated for costs incurred for the shipping of equipment and materials to the site of the work and for the return shipping of equipment and any remaining supplies and materials, upon completion of the work, on the basis of contractor's cost for such shipping, plus twenty percent (20%) contractor mark up thereon.

**I. Taxes and Permits**

The rates contained in this schedule are exclusive of federal, state, and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incidental to the performance of the work. Contractor shall be compensated for all costs incurred which are described on the basis of contractor's actual cost incurred for such items.



**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions .....	II
PURCHASE ORDER STANDARD TERMS AND CONDITIONS .....	II
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....	II
BLANKET PAYMENT .....	II
EQUAL OPPORTUNITY COMPLIANCE .....	II
PURCHASE AGREEMENT AWARD .....	II
MULTI YEAR AWARD .....	II
AUTHORIZATION AND RELEASE .....	II
CAMPAIGN FINANCE COMPLIANCE .....	III



**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

**EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight,

taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**CAMPAIGN FINANCE COMPLIANCE**

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

## TERMS AND CONDITIONS OF PRICING AGREEMENT

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.